

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

1. THERESA JEAN MURPHY,)
)
Plaintiff,)
)
v.) Case No.:17-v-665-JHP-JFJ
)
1. STATE FARM FIRE AND CASUALTY)
COMPANY, a foreign for profit insurance)
corporation,)
)
Defendant.)

COMPLAINT

A. Parties

1. Plaintiff, Theresa Jean Murphy, is a citizen of the State of Oklahoma.
2. Defendant, State Farm Fire and Casualty Company, is a foreign for-profit insurance corporation, incorporated and organized under the laws of the State of Illinois.
3. The principal place of business for Defendant, State Farm Fire and Casualty Company, is Bloomington, Illinois.
4. The Defendant, State Farm Fire and Casualty Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.
5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, the Plaintiff, Theresa Jean Murphy, owned a home located at 19512 E. 50th Street S. in Broken Arrow, Oklahoma, which was insured under the terms and conditions of an insurance policy, policy number 36-BS-J591-9, issued by the Defendant, State Farm Fire and Casualty Company.

8. At all times material hereto, the Plaintiff, Theresa Jean Murphy, complied with the terms and conditions of her insurance policy.

9. On or about August 5, 2017, the Plaintiff's home sustained damage as a result of a windstorm. These damages are covered pursuant to the terms and conditions of Plaintiff's insurance policy.

10. Wind is a covered peril and the damages sustained by Plaintiff are not limited or excluded pursuant to the terms and conditions of Plaintiff's insurance policy.

D. Count I: Breach of Contract

11. Plaintiff, Theresa Jean Murphy, hereby asserts, alleges and incorporates paragraphs 1-10 herein.

12. The property insurance policy, policy number 36-BS-J591-9, issued by

Defendant, State Farm Fire and Casualty Company, was in effect on August 5, 2017.

13. Subsequent to the loss, Plaintiff timely submitted a claim to Defendant (Claim No. 36-1532-P77).

14. The acts and omissions of Defendant, State Farm Fire and Casualty Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant's breach of contract includes, but is not limited to, the improper denial of Plaintiff's claim and the failure to pay for covered damage to the Plaintiff's home, including the Plaintiff's wind damaged roofing system. Defendant, State Farm Fire and Casualty Company, improperly and unreasonably denied Plaintiff's claim when the above mentioned loss was covered pursuant to the terms and conditions of the policy purchased by Plaintiff. During its inspection of Plaintiff's roofing system, Defendant ignored, disregarded, and intentionally refused to consider obvious wind damage to Plaintiff's shingled roofing surface, including shingles which had been unsealed by wind. Defendant's investigation, evaluation, and denial of Plaintiff's claim were unreasonable, outside of insurance industry standards, and based upon an unreasonable inspection which failed to consider the covered wind damage to Plaintiff's roofing system.

E. Count II: Bad Faith

15. Plaintiff, Theresa Jean Murphy, hereby asserts, alleges and incorporates paragraphs 1-14 herein.

16. The acts and omissions of Defendant, State Farm Fire and Casualty Company, in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute bad faith for which extra-contractual damages are hereby sought. Defendant unreasonably and in bad faith failed to pay for covered damage to the Plaintiff's home, including Plaintiff's obviously wind damaged roofing system. Defendant conducted an improper and unreasonable claim investigation, evaluation, and adjustment which resulted in an unreasonable denial of payment for Plaintiff's covered loss. Defendant improperly and unreasonably denied Plaintiff's claim without proper and reasonable investigation. During its inspection, Defendant disregarded obvious wind damage to Plaintiff's roofing system and failed to consider the wind damage to Plaintiff's roof as a whole. During its inspection of Plaintiff's roofing system, Defendant ignored, disregarded, and intentionally refused to consider obvious wind damage to Plaintiff's shingled roofing surface, including shingles which had become unsealed as a result of the windstorm.

17. Defendant's unreasonable, bad faith conduct includes, but is not limited to, an unreasonable claim investigation, evaluation, and adjustment which resulted

in an improper denial of coverage for Plaintiff's covered loss.

F. Punitive Damages

18. Plaintiff, Theresa Jean Murphy, hereby asserts, alleges and incorporates paragraphs 1-17 herein.

19. The unreasonable conduct of the Defendant, State Farm Fire and Casualty Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff, Theresa Jean Murphy, for which punitive damages are hereby sought.

G. Demand for Jury Trial

20. Plaintiff, Theresa Jean Murphy, hereby requests that the matters set forth herein be determined by a jury of her peers.

H. Prayer

21. Having properly pled, Plaintiff, Theresa Jean Murphy, hereby seeks contractual, bad faith and punitive damages against the Defendant, State Farm Fire and Casualty Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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